

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA

MISSOULA DIVISION

FILED

JUN 07 2018

Clerk, U.S. District Court
District Of Montana
Missoula

FIFTH THIRD BANK, an Ohio Banking)
Corporation ,)

Plaintiff,)

-vs-)

ROHIT PATEL,)

Defendant.)

Cause No. CV-18-5-M-DWM

CONSENT JUDGMENT

WHEREAS the Plaintiff, Fifth Third Bank ("Plaintiff"), an Ohio Banking Corporation and Defendant Rohit Patel ("Defendant"), have agreed to settle this action and consent to entry of this Consent Judgment and its provisions without trial and adjudication of any issue of fact or law, and without admission of liability or wrongdoing of any kind, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. Defendant entered into that certain Promissory Note Agreement dated July 27, 2015, between Defendant and Budget Inns of Bridgeport, LLC ("Note"). Plaintiff acquired the interest of Budget Inns of Bridgeport, LLC in

the Note by that certain Allonge to Promissory Note Agreement dated September 28, 2016 ("Allonge"). Plaintiff and Defendant entered into that certain Amendment to Promissory Note Agreement dated June 1, 2018 ("Amendment"). The Note is attached to this Consent Judgment as Exhibit A, the Allonge is attached to this Consent Judgment as Exhibit B and the Amendment is attached to this Consent Judgment as Exhibit C. Exhibits A, B and C are incorporated into this Consent Judgment by this reference.

2. Pursuant to joint motion from counsel of record, the Court hereby enters Consent Judgment in favor of Plaintiff against Defendant in the amount of the principal balance and accrued interest owed on the Note, as revised by the Amendment as of June 1, 2018, plus an additional \$650,000. Therefore, the amount of this Consent Judgment is \$1,208,002.13. The principal balance of the Note, as revised by the Amendment, will continue to accrue interest after the date of this Consent Judgment, plus potential attorney fees incurred after the filing of this Consent Judgment.

3. Defendant shall pay or cause to be paid to Plaintiff the amounts required under the Note, as revised by the Amendment. In the event that Defendant fails to make the payments as described in the Amendment, Plaintiff has the right to provide notice of default under section 5 of the Note.


4. In the event that Defendant fails to cure the default within the 30-day grace period as set forth in section 5 of the Note, Plaintiff has the right to execute on this Consent Judgment.

On The Court does not retain jurisdiction.
5. This Court shall retain jurisdiction for purposes of enforcement of Defendant's compliance with this Order, and for purposes of enabling the parties to apply to the Court for such direction, order or further decree as may be appropriate for construction or enforcement of this Consent Judgment and the exhibits attached hereto, or for such additional relief as may become necessary to fully realize the intentions of this Order. The parties may jointly seek to modify the terms of this Consent Judgment, subject to the approval of this Court.

6. Neither party shall seek costs, expenses, or attorney fees incurred prior to the filing of this Consent Judgment, other than as agreed in the Amended Note.

IT IS SO ORDERED, ADJUDGED and DECREED this 7th day of

June, 2018.



Honorable Donald W. Molloy
United States District Judge

Jointly Approved and Submitted for Entry:

By Plaintiff:

Garlington, Lohn & Robinson, PLLP

By: /s/ *Brian Smith*
Brian Smith

Date: June 5, 2018
Attorneys for Plaintiff, Fifth Third Bank,
an Ohio Banking Corporation

By Defendant:

Patten, Peterman, Bekkedahl & Green,
PLLC

By: /s/ *James A. Patten*
James A. Patten

Date: June 5, 2018
Attorneys for Defendant
Rohit Patel